

## **Decision**

**Dispute Codes:** OPL, CNL, MNDC, RP, FF

### **Introduction**

This hearing dealt with 2 applications: i) by the tenants for cancellation of a notice to end tenancy / a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / and an order instructing the landlord to make repairs to the unit, site or property; ii) by the landlord for an order of possession / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether either party is entitled to any of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

There is no written tenancy agreement in evidence for this tenancy which began on March 15, 2004. Monthly rent is \$1,000.00, and a security deposit of \$500.00 was collected near the start of tenancy.

The landlord issued a 2 month notice to end tenancy for landlord's use of property dated February 15, 2011. The notice was served in person on the tenants on that same date. A copy of the notice was submitted into evidence. The date shown on the notice by when the tenants must vacate the unit is April 15, 2011. Reasons shown on the notice for its issuance are as follows:

The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant.

Subsequently, the tenants filed an application to dispute the notice on February 21, 2011. Included in the tenants' application is a summary of various problems alleged to have existed with the unit over a period of time, and a request for certain compensation from the landlord as a result.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

### **Analysis**

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the tenants will vacate the unit by not later than 1:00 p.m., Saturday, April 30, 2011, and that an order of possession will be issued in favour of the landlord to that effect;
- that the landlord will pay the tenants \$100.00 by no later than the end of tenancy, in consideration of any and all deficiencies alleged by the tenants to have existed with the unit during the entire term of the tenancy;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

It is understood by the parties that pursuant to the landlord's notice, the tenants are entitled to the equivalent of one month's rent under the tenancy agreement.

It is further understood that the parties will resolve the disposition of the security deposit (plus interest) at the end of tenancy.

### **Conclusion**

I hereby issue an **order of possession** in favour of the landlord effective not later than **1:00 p.m., Saturday, April 30, 2011**. This order must be served on the tenants. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$100.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the *Residential Tenancy Act*.

DATE: March 7, 2011

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Residential Tenancy Branch